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13

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 **GREATER NAPA FAIR HOUSING**
17 **CENTER, a California Not for Profit**
18 **Corporation, doing business as**
19 **FAIR HOUSING NAPA VALLEY, as**
20 **an individual entity only; EVA**
21 **NORTHERN, an incompetent adult,**
22 **by and through her Guardian ad**
23 **Litem, NANCY NORTHERN; MARIE**
24 **BROMAN; and AL FOURNIER**
25 **each individually and on behalf of**
26 **individuals similarly situated;**
27 **NANCY NORTHERN, in her**
28 **individual capacity only; and**
LOUISE WHITAKER, in
individual capacity and as
Successor in Interest to Ruby
Duncan,

Case No. C-07-3652 PJH

FIRST AMENDED CLASS ACTION
COMPLAINT FOR MONETARY,
DECLARATORY, AND INJUNCTIVE
RELIEF

CLASS ACTION

25 **Plaintiffs,**

26 **vs.**

27 **HARVEST REDWOOD**
28 **RETIREMENT RESIDENCE, L.L.C.,**
doing business as Redwood

FIRST AMENDED CLASS ACTION COMPLAINT FOR MONETARY, DECLARATORY, AND
INJUNCTIVE RELIEF

I. INTRODUCTION

6 1. In this action, plaintiffs seek monetary, declaratory and injunctive relief
7 against the owners, former owners, and management company of the Redwood
8 Retirement Residence, a retirement community located at 2350 Redwood Road in
9 Napa, California, for discriminating on the basis of disability or handicap in violation of
10 the federal Fair Housing Act and related state laws. Plaintiffs Marie Broman, Al
11 Fournier, and Eva Northern seek to represent a class and subclass of former, current
12 and future tenants of the Redwood Retirement Residence, who have lived or will live
13 there at any time since October 1, 2006. Plaintiff Nancy Northern brings this action as
14 the guardian ad litem for her mother, Eva Northern, and on her own behalf. She does
15 not seek to represent a class or be a class representative. Mae Louise Whitaker brings
16 this action on her own behalf and as the successor in interest to her mother, Ruby
17 Duncan. Ms. Whitaker does not seek to represent a class or be a class representative.
18 Greater Napa Fair Housing Center brings this action on its own behalf and does not
19 seek to represent a class or be a class representative.

II. JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT

21 2. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. section
22 1331 in that the claims alleged herein arise under the laws of the United States. This
23 Court has supplemental jurisdiction pursuant to 28 U.S.C. section 1337 to hear and
24 determine plaintiffs' state law claims because those claims are related to plaintiffs'
25 federal law claims and arise out of a common nucleus of related facts. Plaintiffs' state
26 law claims are related to plaintiffs' federal law claims such that those claims form part of
27 the same case or controversy under Article III of the United States Constitution.

28 3. Pursuant to Local Rule 3-2, venue is proper in the San Francisco Division

FIRST AMENDED CLASS ACTION COMPLAINT FOR MONETARY, DECLARATORY, AND INJUNCTIVE RELIEF

because the claims alleged herein arose within Napa County, California.

III. PARTIES

3 4. Plaintiff Greater Napa Valley Fair Housing Center, doing business as Fair
4 Housing Napa Valley (hereafter "FHNV"), is a not for profit fair housing organization
5 incorporated under the laws of the State of California with its principal place of business
6 in Napa, California. FHNV is the fair housing organization serving Napa County.
7 FHNV's primary objectives are to promote equal opportunity in the renting, purchasing,
8 financing and advertising of housing; to educate people regarding federal and state fair
9 housing laws; to promote integrated communities and neighborhood diversity; and, to
10 eliminate discriminatory housing practices. It is engaged in several different activities to
11 further its mission of promoting equal housing opportunities, including: education
12 programs in the community regarding fair housing, training programs for real estate
13 professionals, research regarding housing discrimination in the community, advocacy
14 for housing-related issues, and fair housing counseling and investigations.

15 5. Plaintiff Mae Louise Whitaker, the daughter of deceased plaintiff Ruby
16 Duncan, is a resident of Napa County, California. She brings this action on her own
17 behalf and as the successor in interest to Ms. Duncan. During the time that Ms.
18 Duncan was a resident of the Redwood Retirement Residence, Ms. Whitaker assisted
19 her mother with her financial affairs, medical issues, housing, and a wide variety of
20 other matters. Mae Louise Whitaker and Ruby Duncan entered into a springing durable
21 general power of attorney dated December 27, 1999, designating Ms. Whitaker as the
22 attorney in fact for her mother, Ms. Duncan. The durable power of attorney was not
23 revoked or cancelled before Ms. Duncan's death, and Ms. Duncan's will and last
24 testament named Ms. Whitaker as the executrix of her estate.

25 6. Plaintiff Mae Louise Whitaker also brings this action as the successor in
26 interest of her mother, Ruby Duncan. The Court issued an order dated October 10,
27 2007, permitting Ms. Whitaker to be substituted as a plaintiff in this action in place of
28 Ms. Duncan. Ms. Duncan was 100 years old and residing at Redwood Retirement

1 Residence when she passed away on July 11, 2007. She had been a resident of
2 apartment 209 at the Redwood Retirement Residence since approximately June 5,
3 2003. Previously, she was a resident of apartment 110 at the Redwood Retirement
4 Residence between approximately May 1991 and May 2002. Mrs. Duncan had arthritis
5 and used a walker or electric cart to move around. At all times relevant to this
6 complaint, she was substantially impaired in her ability to walk and engage in other
7 major life activities. At all times relevant to this complaint, she qualified as a person
8 with a disability or handicap within the meaning of the federal Fair Housing Act,
9 Disabled Persons Act, and the California Fair Employment and Housing Act.

10 7. Plaintiff Eva Northern is 86 years old. She was a resident of apartment
11 112 at the Redwood Retirement Residence from approximately March 1, 2001 until
12 March 15, 2007. At the time that Eva Northern moved into the Redwood Retirement
13 Residence, she had several disabilities, including diabetes. She also had complications
14 from a previous stroke, including communication and perception impairments. She
15 qualifies as a person with a disability or handicap within the meaning of the federal Fair
16 Housing Act, Disabled Persons Act, and the California Fair Employment and Housing
17 Act. She is represented herein by her daughter and guardian ad litem, Nancy Northern.

18 8. Plaintiff Nancy Northern, the daughter of Eva Northern, is a resident of
19 Contra Costa County, California. During the time that Eva Northern was a resident of
20 the Redwood Retirement Residence and continuing through the present, Nancy
21 Northern has assisted her mother with her financial affairs, medical issues, housing,
22 and a wide variety of other matters. Eva Northern and Nancy Northern entered into a
23 durable power of attorney dated March 4, 1996, designating Nancy Northern as the
24 attorney in fact for her mother, Eva Northern. The durable power of attorney has not
25 been revoked or cancelled. Ms. Northern brings this action in her individual capacity
26 and as guardian ad litem for her mother Eva Northern.

27 9. Plaintiff Marie Broman is 93 years old. Ms. Broman is a resident of
28 Redwood Retirement Residence. She has resided in apartment 212 at Redwood

1 Retirement Residence since approximately September 20, 2001. She uses a
2 wheelchair or electric cart to move around. She is substantially impaired in her ability to
3 walk and engage in other major life activities. She qualifies as a person with a disability
4 or handicap within the meaning of the federal Fair Housing Act, Disabled Persons Act,
5 and the California Fair Employment and Housing Act.

6 10. Plaintiff Al Fournier is 86 years old. Mr. Fournier is a resident of Redwood
7 Retirement Residence. He has resided in apartment 127 at the Redwood Retirement
8 Residence since approximately July 2003. Mr. Fournier has a heart condition and a
9 pacemaker with an internal defibrillator. His heart condition makes it difficult to walk
10 short distances. He is substantially impaired in his ability to walk and engage in any
11 form of physical activity. He qualifies as a person with a disability or handicap within
12 the meaning of the federal Fair Housing Act, Disabled Persons Act, and the California
13 Fair Employment and Housing Act.

14 11. The Redwood Retirement Residence, the subject premises in this action,
15 has approximately 100 apartment units that are marketed and offered for rental to
16 members of the general public. It is located at located at 2350 Redwood Road in Napa,
17 California. Plaintiffs allege based on information and belief that the Redwood
18 Retirement Residence is offered as housing for older persons as defined in 42 U.S.C.
19 section 3607(b)(1). The Redwood Retirement Residence qualifies as a dwelling within
20 the meaning of 42 U.S.C section 3602(b) and a housing accommodation within the
21 meaning of Government Code section 12927(d).

22 12. Defendant Harvest Redwood Retirement Residence, LLC is a Delaware
23 Limited Liability Company licensed in California with a primary business address in
24 Salem, Oregon. A grant deed recorded with the Napa County Recorder on March 15,
25 2007 indicates that defendant Harvest Redwood Retirement Residence, LLC is the
26 current owner of the Redwood Retirement Residence

27 13. Defendant Redwood Retirement Residence LLC is an Oregon Limited
28 Liability Company with a primary address in Salem, Oregon. According to public

1 documents recorded with the Napa County Recorder, defendant Redwood Retirement
2 Residence LLC was the owner of the Redwood Retirement Residence from
3 approximately April 5, 1999 until approximately February 28, 2007, when the manager
4 of the LLC signed a grant deed transferring ownership of the property to defendant
5 Harvest Redwood Retirement Residence LLC.

6 14. Defendant Holiday Retirement Corporation (hereafter, "Holiday"), also
7 known as HRC Investors Corporation, is a corporation registered to do business in
8 California with a primary business address in Salem, Oregon. Holiday has been the
9 management company responsible for the day-to-day management and operation of
10 the Redwood Retirement Residence at all times relevant herein.

11 15. Each defendant is, and at all times relevant was, the agent, employee or
12 representative of each other defendant; each defendant, in doing the acts or in omitting
13 to act as alleged in this complaint, was acting within the course and scope of his or her
14 actual or apparent authority pursuant to such agency; or the alleged acts or omissions
15 of each defendant as agent were subsequently ratified and adopted by each defendant
16 as principal.

17 16. Defendants Harvest Redwood Retirement Residence, LLC, Redwood
18 Retirement Residence LLC, and Holiday Retirement Corporation retained the authority
19 to control and direct the agents who committed the unlawful practices alleged in this
20 complaint.

21 17. Defendants and their agents have conspired to violate federal and state
22 laws. In committing each of the unlawful practices alleged in this complaint, each
23 defendant and their agents was acting during the course and in furtherance of that
24 conspiracy.

25 **IV. CLASS ACTION ALLEGATIONS**

26 **A. DISABILITY CLASS**

27 18. Class Definition. Class representatives Eva Northern, Marie Broman, and
28 Al Fournier bring this action on behalf of themselves and members of a class of

1 similarly situated individuals. The class that plaintiffs seek to represent is defined as
2 All tenants of the Redwood Retirement Residence who have resided there
3 at any time since October 1, 2006, who have been or may be injured by
4 defendants' challenged discriminatory housing practices.

5 In addition, class representative Eva Northern, through her guardian ad litem, seeks to
6 represent the subclass of former residents defined as

7 All tenants of the Redwood Retirement Residence, who have been or may be
8 subjected to defendants' challenged discriminatory housing practices and who
9 vacated the Redwood Retirement Residence under threat of eviction at any time
10 since October 1, 2006.

11 The class and subclass do not include home health care aides or attendants who may
12 have resided at the Redwood Retirement Residence while in the employ of the
13 Redwood residents or their families. The term "disability class plaintiffs" as used herein
14 refers to Marie Broman, Al Fournier, and Eva Northern and the class and subclass of
15 former, current and future residents whom they seek to represent. This action is
16 maintainable as a class action under Rule 23(a), Rule 23(b)(2) and Rule 23(b)(3) of the
17 Federal Rules of Civil Procedure.

18 19. Numerosity. The number of members of the class on whose behalf
20 plaintiffs sue is unknown, but it is estimated to be so numerous that joinder of all such
21 members is impracticable. The number of persons possibly affected by defendants'
22 illegal policies and practices is indeterminate, but it is larger than can be addressed by
joinder.

23 20. Adequacy of Representation. Class plaintiffs will fairly and adequately
24 protect the interests of the class because plaintiffs' counsel possesses the requisite
25 resources and ability to prosecute this action and because the class representatives'
26 interests are consistent with the interests of the class.

27 21. Commonality and Typicality. This suit poses questions of law and fact
28 that are common to and affect the rights of all members of the class. The claims of the

1 class representatives are typical of the claims of class members as a whole, because
2 defendants have implemented and pursued a policy or practice of discriminating
3 against persons with disabilities or handicaps by promulgating and enforcing
4 discriminatory policies, by subjecting persons with disabilities or handicaps to different
5 terms and condition of rental, by serving eviction notices on people with disabilities or
6 handicaps, and publishing statements indicating limitations on people with disabilities or
7 handicaps. Specifically, defendants:

- 8 a. apply different terms and conditions of tenancy to disabled or
9 handicapped residents because of disability or handicap, including but not
10 limited to charging extra fees for residents who receive their meals in their
11 apartments because of a disability or handicap;
- 12 b. evict residents with disabilities or handicaps because of disability or
13 handicap;
- 14 c. subject residents to examinations or questions to determine
15 whether they are able to live independently;
- 16 e. make, print or publish statements that indicated a limitation upon
17 people with disabilities or handicaps in the rental of housing, including but
18 not limited to making oral or written statements to the effect that all
19 residents must be able to live "independently;" and,
- 20 f. fail to make reasonable accommodations when such
21 accommodations are necessary to permit people with disabilities or
22 handicaps to use and enjoy a dwelling.

23 Defendants' policies, practices and statements constitute discriminatory housing
24 practices within the meaning and in violation of the federal Fair Housing Act, the
25 California Fair Employment and Housing Act, the Disabled Persons Act, and the Unruh
26 Civil Rights Act. These policies, practices and statements affect class members
27 comprised of all persons who have resided at the Redwood at any time from October 1,
28 2006, to the present, and will continue to affect future residents of the Redwood until

1 they are stopped.

2 22. Superiority. A class action is superior to other available methods for the
3 fair and efficient adjudication of the controversy of the claims of the class plaintiffs.
4 Common factual and legal questions so clearly predominate that class treatment is
5 appropriate. The class as a whole is entitled to declaratory relief and to injunctive relief
6 to enjoin the unlawful policies and practices herein alleged. Defendants applied their
7 discriminatory policies, practices and statements throughout the entire operation of the
8 Redwood.

9 23. General Applicability. Defendants have acted or refused to act on
10 grounds generally applicable to each class member by promulgating and enforcing
11 rules, regulations and policies that discriminate against persons with disabilities or
12 handicaps, thereby making appropriate final injunctive and declaratory relief with
13 respect to the class as a whole.

14 24. Risk of Inconsistent Adjudication. The class and subclass are readily
15 definable and prosecution of this action as a class action will eliminate the possibility of
16 repetitious litigation, and will eliminate the risk of inconsistent or varying adjudications
17 with respect to individual members of the class that would establish incompatible
18 standards of conduct for defendants.

19 B. **SECURITY DEPOSIT CLASS**

20 25. Class Definition. In addition to the discriminatory housing practices
21 challenged herein, defendants have charged unlawful, non-refundable security deposits
22 in violation of California law. Class representatives Marie Broman and Al Fournier bring
23 this action on behalf of themselves and members of a class of similarly situated
24 individuals. The class that plaintiff seeks to represent is defined as

25 All tenants of the Redwood Retirement Residence at any time
26 commencing four years prior to the filing of this complaint who paid "non-
27 refundable" security deposits to defendants in violation of California Civil
28 Code § 1950.5.

1 The term "security deposit class plaintiffs" as used herein refers to Marie Broman, Al
2 Fournier, and the class of persons whom they seek to represent. This action is
3 maintainable as a class action under Rule 23(a), Rule 23(b)(2) and Rule 23(b)(3) of the
4 Federal Rules of Civil Procedure.

5 26. Numerosity. The number of members of the class on whose behalf
6 plaintiffs sue is unknown, but it is estimated to be so numerous that joinder of all such
7 members is impracticable. The number of persons possibly affected by defendants'
8 illegal policies and practices is indeterminate, but it is larger than can be addressed by
9 joinder.

10 27. Adequacy of Representation. Class plaintiffs will fairly and adequately
11 protect the interests of the class because plaintiffs' counsel possesses the requisite
12 resources and ability to prosecute this action and because the class representative's
13 interests are consistent with the interests of the class.

14 28. Commonality and Typicality. This suit poses questions of law and fact
15 that are common to and affect the rights of all members of the class. The claims of the
16 class representatives are typical of the claims of class members as a whole, because
17 defendants have implemented and a practice of charging tenants as "non-refundable"
18 signing charge at the commencement of tenancy and refusing to refund that charge at
19 the conclusion of tenancy. That unlawful practice affected former tenants and affects
20 current tenants, and will continue to affect future residents of the Redwood until it is
21 stopped.

22 29. Superiority. A class action is superior to other available methods for the
23 fair and efficient adjudication of the controversy of the claims of the class plaintiffs.
24 Common factual and legal questions so clearly predominate that class treatment is
25 appropriate. The class as a whole is entitled to declaratory relief and to injunctive relief
26 to enjoin the unlawful policies and practices herein alleged. Defendants collected their
27 "non-refundable" security deposit upon the commencement of new tenancies at
28 Redwood and refused to refund that security deposit during the class period.

**FIRST AMENDED CLASS ACTION COMPLAINT FOR MONETARY, DECLARATORY, AND
INJUNCTIVE RELIEF**

1 30. General Applicability. Defendants have acted or refused to act on
2 grounds generally applicable to each class member by collecting a "non-refundable"
3 security deposit upon the commencement of new tenancies at Redwood during the
4 class period and refusing to refund that security deposit at the conclusion of tenancies,
5 thereby making appropriate final injunctive and declaratory relief with respect to the
6 class as a whole.

7 31. Risk of Inconsistent Adjudication. The class and subclass are readily
8 definable and prosecution of this action as a class action will eliminate the possibility of
9 repetitious litigation, and will eliminate the risk of inconsistent or varying adjudications
10 with respect to individual members of the class that would establish incompatible
11 standards of conduct for defendants.

12 **V. FACTS UNDERLYING THE CLAIMS OF THE CLASSES AND SUBCLASS.**

13 **A. INTRODUCTION**

14 32. Defendants, acting individually and in concert, directly and through their
15 agents, implemented a series of policies and practices with the purpose or effect of
16 discriminating against residents with disabilities or handicaps at the Redwood
17 Retirement Residence.

18 33. Defendants have unlawfully discriminated against the disability class
19 plaintiffs by refusing to rent, evicting, or otherwise making unavailable dwellings to
20 people with disabilities or handicaps at the Redwood Retirement Residence, in violation
21 of 42 U.S.C. section 3604(a), (f), and related state laws.

22 34. Defendants have unlawfully discriminated against the disability class
23 plaintiffs in the terms, conditions or privileges of the rental of apartment units at the
24 Redwood Retirement Residence by promulgating and enforcing rules with the purpose
25 and effect of discriminating against people with disabilities or handicaps, in violation of
26 42 U.S.C. section 3604(b), (f), and related state laws.

27 35. Defendants have unlawfully discriminated against the disability class
28 plaintiffs by making and causing to be made, printing and publishing discriminatory

1 rules, regulations and statements indicating preferences, limitations and discrimination
2 based on handicap or disability at the Redwood Retirement Residence, in violation of
3 42 U.S.C. section 3604(c), (f), and related state laws.

4 36. Defendants have unlawfully discriminated against the disability class
5 plaintiffs by refusing to make reasonable accommodations to rules, policies, practices
6 or services when such accommodations are necessary to afford people with disabilities
7 or handicaps an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C.
8 section 3604(f)(3)(B), and related state laws.

9 37. Defendants have unlawfully discriminated against the disability class
10 plaintiffs by coercion, intimidation, threats and interference with the use and enjoyment
11 of dwellings because of handicap or disability, and by creating a hostile living
12 environment in violation of 42 U.S.C. section 3617 and related state laws.

13 38. Defendants have unlawfully charged the security deposit class plaintiffs
14 non-refundable security deposits in connection with the rental of apartments at the
15 Redwood Retirement Residence in violation of California Civil Code section 1950.5.

16 **B. FACTS UNDERLYING THE CLAIMS OF MAE LOUISE WHITAKER,
17 INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO DECEASED
18 PLAINTIFF RUBY DUNCAN**

19 39. In 1991, Ruby Duncan moved from a retirement residence in Riverside,
20 California to the Redwood Retirement Residence in order to live closer to her daughter,
21 Mae Louise Whitaker. Between May 1991 and May 2002, Mrs. Duncan lived in
22 apartment 110 at the Redwood Retirement Residence.

23 40. In June 2002, Mrs. Duncan moved to an assisted living facility in Napa,
24 California, where she lived for approximately one year. At the end of that year, she
25 decided to return to the Redwood Retirement Residence. On or about June 5, 2003,
26 she signed a new rental agreement for apartment 209 at the Redwood Retirement
27 Residence. Apartment 209 is a studio apartment with one bathroom and a small
28 kitchenette. The initial rent for apartment 209 was \$1,695 but it was increased to

1 \$1,955 in or about June 2007. The rent included three meals a day, light
2 housekeeping, social programs for the residents, and a variety of other amenities. Mrs.
3 Duncan passed away on July 11, 2007.

4 41. The rental agreement signed by Mrs. Duncan required payment of a
5 "signing fee" in the amount of \$847.50, and a security deposit in the amount of \$847.50.
6 The "signing fee" is described in an addendum to the rental agreement as a "one-time
7 fee [that] is non-refundable" unless the tenant moves out in 90 days or less. If the
8 tenant stays at the Redwood Retirement Residence 91 days or longer, the "signing fee"
9 is non-refundable. Mrs. Duncan paid both the security deposit and non-refundable
10 "signing fee" to the Redwood Retirement Residence on or about June 5, 2003.

11 42. Mrs. Duncan had the assistance of a home health care aide from
12 approximately June 2003 until she passed away. Mrs. Duncan and Mrs. Whitaker paid
13 the home health care aide directly for her services. The home health care aide assisted
14 Mrs. Duncan with daily activities such as taking medications and ambulating.
15 Frequently, Mrs. Duncan did not feel well enough to dress and leave her apartment
16 because of her health. The home health care aide went to the kitchen at meal times to
17 pick up meal trays for Mrs. Duncan so that she could stay in her apartment instead of
18 going to the communal dining room.

19 43. In late 2006, during a visit to the Redwood Retirement Residence, Mrs.
20 Whitaker found a document in her mother's apartment entitled "the Redwood Meal Tray
21 Policy." She read the document and became concerned because the new meal tray
22 policy indicated that the management would assess extra charges for in-home meal
23 service with very limited exceptions. The limited exceptions – short term illness such as
24 the flu, or short term recuperation from injury or illness with full recovery expected – did
25 not cover Mrs. Duncan's situation.

26 44. At around the same time that she became aware of the new meal tray
27 policy, Mrs. Whitaker learned that the managers of the Redwood Retirement Residence
28 were asking residents to move out if they could no longer use the communal dining

1 room or did not otherwise fit within the managers' definition of an "active, independent"
2 senior.

3 45. In December 2006, Mrs. Whitaker contacted the managers of the
4 Redwood Retirement Residence and asked about the meal trays. Mrs. Whitaker
5 pointed out that in-home meal trays did not pose any extra burden or expense for the
6 Redwood Retirement Residence since Mrs. Duncan's home health care aide picked up
7 and returned the trays and dishes to the kitchen. She also asked for a reduction in rent
8 as reimbursement for the meals Ruby Duncan did not take from the kitchen. In
9 response to these inquiries, one of the resident managers of Redwood Retirement
10 Residence, Denise Hall, informed Ms. Whitaker that her mother would have to move
11 out if she could not eat her meals in the dining room.

12 46. Shortly thereafter, Mrs. Whitaker provided a letter to the Redwood
13 Retirement Residence from Mrs. Duncan's physician verifying that Mrs. Duncan should
14 be permitted to take her meals in her apartment due to her physical condition. Neither
15 Mrs. Duncan nor Mrs. Whitaker received any response to the physician's letter.

16 47. In December 2006, Mrs. Whitaker contacted the managers of the
17 Redwood Retirement Residence to inquire about the move-out notices that had been
18 served on some disabled residents. Denise Hall stated that Mrs. Duncan was not on
19 "the list" of residents who were being asked to move out, but that she would be asked to
20 move out "soon," or words to that effect. Mrs. Whitaker asked why the managers were
21 evicting these people. Mr. Hall and Mrs. Hall stated that they wanted the Redwood
22 Retirement Residence to be a retirement home, like it used to be, rather than an "old
23 folks' home," or words to that effect. They stated that they were "weeding out" the
24 wheelchairs and walkers because they gave Redwood Retirement Residence "a bad
25 image," or words to that effect. They added that Mrs. Whitaker should start looking for
26 another home for her mother, Ruby Duncan.

27 48. Before Mrs. Duncan's death, Mrs. Whitaker and Mrs. Duncan continued to
28 fear that the managers would serve Mrs. Duncan with a move out notice or take other

1 action to evict Mrs. Duncan from the Redwood Retirement Residence. Mrs. Duncan did
2 not want to move out of the Redwood Retirement Residence.

3 **C. FACTS UNDERLYING THE CLAIMS OF EVA NORTHERN AND NANCY
4 NORTHERN.**

5 49. In December 2000, Eva Northern and Nancy Northern visited the
6 Redwood Retirement Residence to look into renting an apartment for Eva Northern.
7 Eva Northern and Nancy Northern decided to rent an apartment at the Redwood
8 Retirement Residence with two bedrooms and one bathroom. Nancy Northern
9 informed the resident managers that they liked the two-bedroom apartment because
10 her mother might need extra room for a live-in care giver as she aged. Eva Northern
11 and Nancy Northern expected that Eva Northern would live at the Redwood Retirement
12 Residence for the rest of her life.

13 50. In January 2001, Eva Northern signed a rental agreement for apartment
14 112 at the Redwood Retirement Residence, and moved in on or about March 1, 2001.
15 The apartment had a small kitchenette with a mini refrigerator and sink. The monthly
16 rent included three meals a day, light housekeeping, social programs for the residents,
17 and a variety of other amenities. When she moved out in March 2007, the monthly rent
18 for apartment 112 was \$2,735.

19 51. At the time that Eva Northern moved into the Redwood Retirement
20 Residence, she had several disabilities, including diabetes. She also had complications
21 from a previous stroke, including communication and perception impairments. Soon
22 after Eva Northern moved in to the Redwood Retirement Residence, Nancy Northern
23 hired home health care aides to assist Eva Northern with daily activities such as taking
24 medications and getting dressed. The home health care aides also went to the
25 Redwood Retirement Residence kitchen at meal times to pick up meal trays for Eva
26 Northern to eat in her apartment. The home health care aides assisted Eva Northern
27 for several hours each day throughout her tenancy at the Redwood Retirement
28 Residence. Nancy Northern and Eva Northern paid the home health care aides directly

1 for their services.

2 52. In September 2006, Nancy Northern received a phone call from one of
3 Eva Northern's home health care aides, informing her that the Redwood Retirement
4 Residence had a new policy prohibiting her from bringing Eva Northern's meals to her
5 apartment every day. Shortly thereafter, Eva Northern received a notice from the
6 Redwood Retirement Residence entitled "The Redwood Meal Tray Policy." That notice
7 reads, in pertinent part,

8 With few exceptions, meal trays will be permitted only for residents who
9 are temporarily ill or who are rehabilitating and cannot come to the dining
10 room due to their short-term condition where full or near full recovery is
11 expected.

12 ...

13 If the temporary illness or rehabilitation lasts longer than 3 days, the
14 Redwood will charge the resident a \$10.00 per day meal tray preparation
15 fee commencing on the 4th day trays are being delivered to the resident.

16 53. The same notice also stated, "please keep in mind that the Redwood is a
17 retirement community designed for active and independent seniors."

18 54. Nancy Northern called the resident managers of the Redwood Retirement
19 Residence to discuss the new meal tray policies. She informed them that her mother,
20 Eva Northern, wanted to continue to have her home health care aide pick up meal trays
21 from the kitchen and bring them to her room. The managers agreed that this
22 arrangement could continue for some unspecified period of time.

23 55. On or about December 31, 2006, a home health care aide contacted
24 Nancy Northern by phone and stated the Redwood Retirement Residence had
25 prohibited her from picking up any additional meals for Eva Northern. She stated that
26 Eva Northern had not been given any breakfast by the Redwood Retirement
27 Residence, and that she had taken some fruit from a holiday gift basket so that Eva
28 Northern could eat and her blood sugar would not become dangerously low.

1 56. On the same day that she received the call from the home health care
2 aide, Nancy Northern drove to the Redwood Retirement Residence and met with the
3 managers. She explained to them that Eva Northern did not eat her meals in the dining
4 room because of her communication impairments. The managers agreed to permit the
5 home health care aides to pick up additional food trays if Nancy Northern would agree
6 to pay \$5.00 per tray. Nancy Northern agreed to pay the charges because she was told
7 her mother's meal trays would be discontinued if she did not agree to pay. Nancy
8 Northern reiterated to the resident managers that she disagreed with the meal tray
9 policy.

10 57. On or about January 3, 2007, Nancy Northern received a phone call from
11 Tom Ahrens, who identified himself as a regional manager for Holiday. Mr. Ahrens
12 stated that the Redwood Retirement Residence is an "independent living facility," and
13 that people who cannot eat their meals in the dining room "do not belong at the
14 Redwood," or words to that effect. Mr. Ahrens stated that the Redwood Retirement
15 Residence was "not intended" for people who could not make it to the dining room.
16 Nancy Northern told Mr. Ahrens that she had never before been told that the Redwood
17 Retirement Residence was limited to people who could use the dining room, and that
18 she had helped her mother move into the Redwood Retirement Residence with the
19 expectation that she could live there until she died even if she had disabilities that
20 prevented her from going to the dining room.

21 58. Nancy Northern advised Mr. Ahrens that the meal trays imposed no
22 additional burden or cost on the Redwood Retirement Residence, since the privately-
23 paid, home health care aide picked up the meal trays, brought them to Eva Northern,
24 and returned them to the kitchen after she was finished. Nancy Northern also pointed
25 out that her mother was diabetic, and that it was inhumane to deny her food. Mr.
26 Ahrens stated that he would permit her to continue to receive meal trays in her room
27 free of extra charges until January 8, 2007, but no longer. Nancy Northern also stated
28 that since meals were included in the monthly rental, her mother should be reimbursed

1 if the Redwood Retirement Residence refused to provide those meals. Mr. Ahrens
2 stated that he would look into her request for reimbursement and call her back. Mr.
3 Ahrens never called her back. Nancy Northern then made the same request to the
4 managers at Redwood Retirement Residence. Eventually, she received a small rent
5 reduction for the meals Eva Northern did not eat from the Redwood dining room.

6 59. Nancy Northern was shocked and upset by this phone call with Mr.
7 Ahrens. She acted quickly to ensure that her mother would be able to eat despite the
8 Redwood Retirement Residence's policy. She purchased a small freezer and placed it
9 in Eva Northern's apartment. She purchased and cooked meals to be frozen or
10 refrigerated in her mother's apartment to be served by the home health care aides. For
11 two and one-half months, Nancy Northern made several trips per week to the Redwood
12 Retirement Residence to purchase and deliver meals for her mother.

13 60. During this same period of time, Nancy Northern learned that some of the
14 residents at the Redwood Retirement Residence had been asked to move out because
15 they required assistance and could not live independently. She feared that her mother
16 would receive an eviction notice. As a result of this fear, the new meal tray policy, and
17 Mr. Ahrens' comments indicating that people with disabilities were not welcome at the
18 Redwood Retirement Residence, Nancy Northern began to look for another residence
19 for her mother.

20 61. In early March 2007, Nancy Northern made arrangements to move Eva
21 Northern to Aegis, an assisted living facility in Napa, California. Eva Northern
22 vehemently opposed moving out of the Redwood Retirement Residence. Nevertheless,
23 she moved out of the Redwood Retirement Residence to Aegis, a facility that provides
24 housing for older persons, on or about March 15, 2007. The monthly cost of Aegis far
25 exceeded the cost of the Redwood Retirement Residence, even when the cost of the
26 private, in-home health care aide at the Redwood Retirement Residence is included.

27 62. After moving out of the Redwood Retirement Residence, Eva Northern's
28 physical and mental condition declined significantly. Eva Northern was hospitalized

1 with an infection on or about June 1, 2007. Following her release from the hospital,
 2 Eva Northern moved out of Aegis and into a board and care home. The cost of the
 3 board and care home exceed the cost of Redwood Retirement Residence.

4 **D. THE FACTS UNDERLYING THE CLAIM OF MARIE BROMAN.**

5 63. On or about September 20, 2001, Marie Broman signed a rental
 6 agreement for apartment 212 at the Redwood Retirement Residence. Apartment 212 is
 7 a one-bedroom apartment with one bathroom and a small kitchenette. The initial rent
 8 for apartment 212 was \$1,950 but it has been increased annually and now is \$2,290.
 9 The rent includes three meals a day, light housekeeping, social programs for the
 10 residents, and a variety of other amenities. Ms. Broman continues to live in apartment
 11 212 at the Redwood Retirement Residence. Ms. Broman moved into Redwood with the
 12 expectation that she could live there for the rest of her life.

13 64. The addendum to the rental agreement signed by Ms. Broman requires
 14 payment of a "signing fee" in the amount of \$975, and the rental agreement requires a
 15 security deposit in the amount of \$975. The "signing fee" is described in the addendum
 16 to the rental agreement as a "one-time fee [that] is non-refundable" unless the tenant
 17 moves out in 90 days or less. If the tenant stays at the Redwood Retirement
 18 Residence 91 days or longer, the "signing fee" is non-refundable. Ms. Broman paid
 19 both the security deposit and non-refundable "signing fee" to the Redwood Retirement
 20 Residence on or about September 20, 2001.

21 65. Ms. Broman uses a wheelchair or electric cart to ambulate. She employs
 22 private home health care aides to assist her with daily activities such as bathing and
 23 getting dressed. Before the meal tray policy was instituted, Ms. Broman also requested
 24 that her private home health care aide obtain a dinner tray for her every evening from
 25 the kitchen so she could eat dinner in her room. She pays the home health care aides
 26 directly for their services.

27 66. In late 2006, Ms. Broman received a copy of a document entitled
 28 "Redwood Meal Tray Policy." She read the document and believed that she would

1 have to pay the extra charges if she continued to have her home health care aide
2 obtain nightly dinner trays. Rather than pay those extra charges, Ms. Broman decided
3 to purchase her own food to prepare in her apartment. From late 2006 until the
4 present, Ms. Broman has purchased, and her health care aide has prepared, her own
5 dinners in her apartment.

6 67. At around the same time that she became aware of the new meal tray
7 policy, Ms. Broman learned from other residents and caregivers that the managers of
8 the Redwood Retirement Residence were asking residents to move out if they could no
9 longer use the communal dining room or did not otherwise fit within the managers'
10 definition of an "active, independent" senior. Ms. Broman became concerned that she
11 might be asked to move out. Ms. Broman did not want to move out of Redwood.
12 Because she feared she would receive a 30-day notice, Ms. Broman began searching
13 for another residence.

14 **E. THE FACTS UNDERLYING THE CLAIM OF AL FOURNIER**

15 68. On or about May 8, 2003, Al Fournier entered into a rental agreement for
16 apartment 127 at the Redwood Retirement Residence. Apartment 127 is a two-
17 bedroom apartment with one bathroom and a small kitchenette. The initial rent for
18 apartment 127 was \$2,495 but it has been increased annually and now is \$2,870. The
19 rent includes three meals a day, light housekeeping, social programs for the residents,
20 and a variety of other amenities. Al Fournier lived with his wife, Mavis Fournier, in
21 apartment 127 until November 16, 2004, when Mavis Fournier passed away. Mr.
22 Fournier continues to live alone in apartment 127. Mr. Fournier moved into Redwood
23 with the expectation that he could live there for the rest of his life.

24 69. The rental agreement signed by Mr. Fournier requires payment of a
25 "signing fee" in the amount of \$1,247.50, and a security deposit in the amount of
26 \$1,247.50. The "signing fee" is described in an addendum to the rental agreement as a
27 "one-time fee [that] is non-refundable" unless the tenant moves out in 90 days or less.
28 If the tenant stays at the Redwood Retirement Residence 91 days or longer, the

1 "signing fee" is non-refundable. Mr. Fournier paid both the security deposit and non-
2 refundable "signing fee" to the Redwood Retirement Residence on or about May 8,
3 2003.

4 70. Mr. Fournier is 86 years old. He has a heart condition which required
5 implanting a pacemaker and internal defibrillator. His heart condition makes it difficult
6 for him to walk even short distances.

7 71. In late 2006, Mr. Fournier received a copy of the Redwood Meal Tray
8 Policy, described above. Mr. Fournier was concerned about the new meal tray charges
9 outlined in the policy. Although he eats most of his meals in the Redwood dining room
10 and does not regularly request meal trays, he became concerned about other residents
11 who would be required to pay for meal trays due to their disabilities. He recalled that his
12 wife had meal trays delivered for approximately two weeks immediately before her
13 death, without any extra charges. He would have had to pay extra for those meal trays
14 if the new meal tray policy had been in effect at that time. He became concerned about
15 having to pay the meal tray charges himself in the future, should he become disabled
16 and unable to eat in the Redwood dining room.

17 72. At around the same time that he became aware of the new meal tray
18 policy, Mr. Fournier learned from other residents that the managers of Redwood
19 Retirement Residence were asking residents to move out if they could no longer use
20 the communal dining room or did not otherwise fit within the managers' definition of an
21 "active, independent" senior. Mr. Fournier was outraged about the move out notices.
22 and that some of his fellow Redwood residents were being asked to move out. Mr.
23 Fournier was also concerned that other Redwood residents who were not "active" and
24 "independent" would be asked to move out in the future. In addition, in light of his age
25 and medical condition, Mr. Fournier worried that he, too, might be asked to move out
26 and might not be able to stay at Redwood for the rest of his life.

27 **F. THE INVOLVEMENT OF FAIR HOUSING NAPA VALLEY**

28 73. Between November 2, 2006 and the present, FHNV received complaints

1 from at least eight individuals about discrimination based on handicap or disability at
2 the Redwood Retirement Residence. The first complainant advised FHNV that the
3 Redwood Retirement Residence management had given a family member a 30-day
4 notice to vacate because of her health, advising that "the Redwood is an independent
5 living community for seniors able to maintain an active lifestyle." In response to that
6 complaint and those that followed, FHNV conducted an investigation into defendants'
7 rental practices.

8 74. During that investigation, plaintiff FHNV learned that numerous residents
9 had received oral or written 30-day eviction notices starting in the fall of 2006 because
10 of their handicaps or disabilities. Plaintiffs further allege based on information and
11 belief that many of the residents who received move out notices have since moved out
12 of the Redwood Retirement Residence. Other residents have moved out because of
13 the threat of receiving such notices and the fear of having to relocate on short notice.

14 75. During their investigation, plaintiff FHNV also learned that some or all
15 residents at the Redwood Retirement Residence had been subjected to an
16 examination, or questioning, or both, about their physical and mental condition in the
17 fall of 2006. Plaintiffs allege based on information and belief that the examination and
18 questioning were designed to determine which residents should be asked to move out
19 because they were "too disabled" to reside at the Redwood Retirement Residence.

20 76. During their investigation, plaintiff FHNV also learned that defendants had
21 placed restrictions on the activities of home health care aides hired by the Redwood
22 Retirement Residence residents, including prohibiting the aides from sitting in the dining
23 room to assist residents during meals.

24 77. On or about June 18, 2007, plaintiff FHNV distributed letters and
25 brochures to residents of the Redwood Retirement Residence as part of an educational
26 campaign about fair housing rights.

27 **E. INJURIES**

28 78. Defendants have made statements, promulgated and enforced rules,

1 regulations, and policies, evicted tenants, and created or maintained a hostile
2 environment with the purpose or effect of discriminating against people with handicaps
3 and disabilities at the Redwood Retirement Residence. Defendants continue to engage
4 in such a pattern or practice of discrimination so as to constitute a continuing violation.

5 79. By reason of defendants' unlawful acts and practices, the disability class
6 plaintiffs have suffered economic damages, violation of their civil rights, emotional and
7 physical distress, humiliation and mental anguish, including bodily injury such as
8 headaches, stomach aches and loss of sleep, breach of the covenant of quiet
9 enjoyment of their dwellings and invasion of the private right of occupancy. The
10 members of the disability plaintiff sub-class have also suffered loss of an important
11 housing opportunity, constructive and wrongful eviction, including breach of the
12 covenant of quiet enjoyment of their dwellings and invasion of the private right of
13 occupancy, and economic damages and emotional distress in connection with their
14 move out of the Redwood Retirement Residence. The disability class plaintiffs and
15 plaintiff sub-class are, therefore, entitled to compensatory damages.

16 80. By reason of defendants' unlawful acts and practices, the security deposit
17 class plaintiffs have suffered actual damages and entitled to refund of the unlawfully
18 collected security deposit and statutory damages.

19 81. By reason of defendants' unlawful acts and practices, individual plaintiffs
20 Mae Louise Whitaker and Nancy Northern have suffered economic damages,
21 emotional and physical distress, humiliation and mental anguish, including bodily injury
22 such as headaches, stomachaches and loss of sleep. These individual plaintiffs,
23 therefore, are entitled to compensatory damages.

24 82. Defendants' discriminatory actions have caused and are continuing to
25 cause harm to Fair Housing Napa Valley by frustrating its mission of eliminating
26 discriminatory housing practices throughout its service area. Defendants' actions have
27 interfered with all of the efforts and programs of FHN by (1) forcing FHN to direct
28 their scarce resources to identifying and counteracting the defendants' unlawful

1 practices, and (2) frustrating its mission of eliminating discriminatory housing practices
2 in their service area. Defendants' unlawful acts and practices have caused FHN to
3 suffer economic losses in staff pay, in funds expended in support of its investigation,
4 and in the inability to prevent other unlawful housing practices and undertake other
5 activities in support of its mission. Defendants' actions have set back FHN's goal of
6 achieving fair housing for prospective tenants regardless of disability by impeding its
7 effort to educate the public about the fair housing laws. FHN is, therefore, entitled to
8 compensatory damages.

9 83. In doing the acts of which the disability class plaintiffs, FHNV and the
10 individual plaintiffs complain, defendants and their agents and employees acted with
11 reckless disregard for plaintiffs' civil rights. Accordingly, the disability class plaintiffs,
12 FHNV and the individual plaintiffs are entitled to punitive damages.

13 84. There now exists an actual controversy between the parties regarding
14 defendants' duties under the federal and state fair housing laws. Accordingly, the
15 disability class plaintiffs, FHNV and the individual plaintiffs are entitled to declaratory
16 relief.

17 85. Unless enjoined, defendants will continue to engage in the unlawful acts
18 and the pattern or practice of discrimination described above. The disability class
19 plaintiffs, FHNV and the individual plaintiffs have no adequate remedy at law. They are
20 now suffering, and will continue to suffer, irreparable injury from defendants' acts and
21 their pattern or practice of discrimination based on disability or handicap unless relief is
22 provided by this Court. Accordingly, the disability class plaintiffs, FHNV and the
23 individual plaintiffs are entitled to injunctive relief.

VI. CLAIMS

A. FIRST CLAIM

[Fair Housing Act]

Disability Class Plaintiffs, FHNV and Individual Plaintiffs v. Defendants

28 86. Plaintiffs reallege and incorporate by reference each paragraph previously

FIRST AMENDED CLASS ACTION COMPLAINT FOR MONETARY, DECLARATORY, AND INJUNCTIVE RELIEF

1 alleged in this complaint.

2 87. Defendants have injured the disability class plaintiffs, FHNV and the
3 individual plaintiffs by committing discriminatory housing practices in violation of the
4 federal Fair Housing Act, 42 U.S.C. section 3601 et seq.

5 **B. SECOND CLAIM**

6 **[California Fair Employment and Housing Act]**

7 ***Disability Class Plaintiffs, FHNV and Individual Plaintiffs v. Defendants***

8 88. Plaintiffs reallege and incorporate by reference each paragraph previously
9 alleged in this complaint.

10 89. Defendants have injured the disability class plaintiffs, FHNV and the
11 individual plaintiffs by committing discriminatory housing practices in violation of the
12 California Fair Employment and Housing Act, California Government Code section
13 12955, et seq.

14 **C. THIRD CLAIM**

15 **[California Unruh Civil Rights Act]**

16 ***Disability Class Plaintiffs and Individual Plaintiffs v. Defendants***

17 90. Plaintiffs reallege and incorporate by reference each paragraph previously
18 alleged in this complaint.

19 91. Defendants have injured the disability class plaintiffs and individual
20 plaintiffs by committing unlawful practices in violation of the Unruh Civil Rights Act,
21 California Civil Code section 51, et seq.

22 92. Pursuant to the Unruh Civil Rights Act the disability class plaintiffs and
23 individual class plaintiffs are entitled to statutory damages, among other remedies, of
24 up to three times actual damages as determined by a trier of fact.

25 **D. FOURTH CLAIM**

26 **[Disabled Persons Act]**

27 ***Disability Class Plaintiffs only v. Defendants***

28 93. Plaintiffs reallege and incorporate by reference each paragraph previously

**FIRST AMENDED CLASS ACTION COMPLAINT FOR MONETARY, DECLARATORY, AND
INJUNCTIVE RELIEF**

1 alleged in this complaint.

2 94. Defendants injured the disability class plaintiffs in violation of the Disabled
3 Persons Act by committing the following unlawful housing practices:

4 a. Denying full and equal access to housing accommodations, in
5 violation of Civil Code § 54.1(b)(1); and,
6 b. Refusing to make reasonable accommodations in rules, policies,
7 practices, or services when those accommodations may be necessary to
8 afford individuals with disabilities the equal opportunity to use and enjoy
9 housing accommodations, in violation of Civil Code 54.1(b)(3)(B).

10 83. Pursuant to Civil Code 54.1, the disability class plaintiffs are entitled to
11 statutory damages, among other remedies, of up to three times actual damages as
12 determined by a trier of fact.

13 E. FIFTH CLAIM

14 [Unfair Business Practices re Discrimination]

15 ***Disability Class Plaintiffs, FHNV and Individual Plaintiffs v. Defendants***

16 95. Plaintiffs reallege and incorporate by reference each paragraph previously
17 alleged in this complaint.

18 96. In acting as herein alleged, defendants have engaged in a pattern or
19 practice of unlawful discrimination in the operation of the Redwood Retirement
20 Residence, a business establishment, and therefore have engaged in acts of unfair
21 competition as the same is defined in section 17200 of the Business & Professions
22 Code.

23 97. In bringing this action, plaintiffs and the plaintiff class are acting in the
24 interest of themselves and the general public pursuant to the California Business and
25 Professions Code § 17204.

26 98. Plaintiffs and the plaintiff class seek injunctive relief ordering defendants
27 to stop their unlawful practices.

28 ///

F. SIXTH CLAIM

[Unfair Business Practices]

Security Deposit Class Plaintiffs only v. Defendants

99. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

100. In acting as herein alleged, defendants have engaged in acts of unfair competition as the same is defined in section 17200 of the Business & Professions Code. by violating Civil Code § 1950.5 governing the security deposits.

101. In bringing this action, plaintiffs and the plaintiff class are acting in the interest of themselves and the general public pursuant to the California Business and Professions Code § 17204.

102. Plaintiffs and the plaintiff class seek injunctive relief ordering defendants to stop their unlawful practices and restitution of the security deposits wrongfully collected and/or withheld.

G. SEVENTH CLAIM

[Unlawful Security Deposit]

Security Deposit Class Plaintiffs only vs. Defendants

103. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

104. Defendants injured the security deposit class plaintiffs by demanding and collecting a non-refundable security deposit in violation of Civil Code § 1950.5(m).

105. Pursuant to Civil Code § 1950.5(l), the security deposit class plaintiffs are entitled to statutory damages of up to twice the amount of the non-refundable security deposit, plus actual damages according to proof.

VII. RELIEF

WHEREFORE, plaintiffs and all class members pray for the following relief against defendants:

1. That the classes and sub-class described above be certified in this action

FIRST AMENDED CLASS ACTION COMPLAINT FOR MONETARY, DECLARATORY, AND INJUNCTIVE RELIEF

1 pursuant to Rule 23 of the Federal Rules of Civil Procedure;

2 2. That the plaintiffs and all class members be awarded statutory,
3 compensatory, and punitive damages according to proof;

4 3. That the Court enter a declaratory judgment that defendants have violated
5 the applicable provisions of the federal Fair Housing Act and California Fair
6 Employment and Housing Act;

7 4. That the Court grant temporary, preliminary and permanent injunctive
8 relief against all practices complained about herein and affirmative injunctive relief
9 requiring defendants, their partners, agents, employees, assignees and all persons
10 acting in concert with or participating with them, to take affirmative action to provide
11 equal housing opportunities to all persons without regard to disability or handicap;

12 5. That the Court order defendants to make restitution to plaintiffs and the
13 security deposit plaintiff class;

14 6. For costs of suit, including reasonable attorneys' fees; and,

15 7. All such other relief as the Court deems just.

16 Dated: October 22, 2007.

17 Respectfully submitted,

18 BRANCART & BRANCART
19 PROTECTION & ADVOCACY, INC.
20 
21 Liza Cristol-Deman
22 BRANCART & BRANCART
23 Attorneys for All Plaintiffs